



# TRAINING AGREEMENT – TERMS AND CONDITIONS

## 1 BACKGROUND

1.1 The **Supplier** is dh People Plus Ltd, trading as Driver Hire Training (**DHT**), whose address is Bradford Business Park, Kings Gate, Bradford, BD14SJ). DHT is an accredited training provider licensed by JAUP to provide Training.

1.2 The **Training Provider** may be DHT, an authorised sub-contractor of DHT able to sell and provide Training as a sales agent of DHT, or a third party supplier of training services, whereby DHT is acting as a broker of training services. Any Training Provider that is not DHT is referred to herein as the '**Training Sub Contractor**'.

1.3 The **Customer** wishes to purchase Training from DHT.

## 2 DEFINITIONS AND INTERPRETATION

2.1 The definitions and rules of interpretation set out in this Clause apply to this Agreement.

**"Agreement"** the agreement between DHT, the Training Provider (where applicable) and the Customer which comprises the details contained in the booking confirmation email issued by DHT following a successful booking or on the DHT website ([www.driverhiretraining.co.uk](http://www.driverhiretraining.co.uk)) and these terms and conditions.

**"Accreditation"** accreditation by JAUP as an approved centre for delivery of the training services in connection with the DCPC.

**"Charges"** the Training Costs and the Training Expenses (where applicable) payable by the Customer for the Training.

**"Commencement Date"** the date of this Agreement.

**"Consumer"** a Customer being an individual who is not contracting for any Training wholly or mainly in connection with a business.

**"Customer Registration Form"** the registration form to be completed by the Training Sub Contractor based on information received from the Customer before Training can be provided.

**"DCPC"** Driver Certificate of Professional Competence.

**"DCPC Training"** the periodic training in respect of the DCPC carried out by DHT (or the Training Sub Contractor as the case may be) for Customers.

**"DHT Website"** the primary website for Driver Hire Training, which may be found at [www.driverhiretraining.co.uk](http://www.driverhiretraining.co.uk) or any other website notified to the Customer by the Supplier from time to time.

**"Training Expenses"** expenses and other costs that are not deemed to be Training Costs associated with the Training.

**"Intellectual Property Rights"** all patterns, rights to inventions, utility models, copyright and related rights, trademarks, service marks, trade, business and domain names, rights in trade dress or get up, rights in goodwill or to due for passing off, unfair competition rights, rights in designs, rights in computer software, database right, ditto-graphy rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for renewals or extensions of such rights, and all similar or equivalent rights all forms of protection in any part of the world.

**"JAUP"** Joint Approvals Unit for Periodic Training.

**"Materials"** all documents, information and materials provided by DHT relating to the Training.

**"Special Conditions"** the provisions of clause 12 under the heading "SPECIAL CONDITIONS"

**"Training"** the periodic training services carried out by DHT (or the Training Sub Contractor as the case may be) for Customers including any DCPC Training.

**"Training Costs"** the fee payable for delivery of the Training as identified in the **"Training Costs/Training Payment Options"** box in this Agreement.

**"Training Location"** the place identified either in the **"Location of Training"** box in the Agreement (where applicable). The Training Location may also refer to Training Services delivered online via Webex or other similar video conference service.

## 3 TRAINING SERVICES

3.1 DHT offers a range of Training services for drivers and other logistics professionals, as detailed on the DHT Website from time to time. Such Training may either be provided by DHT itself or a Training Sub Contractor acting as a sub-contractor of DHT. In respect of DCPC Training, DHT has been authorised by JAUP to deliver DCPC Training to the Customer.

3.2 Training may either be provided by DHT itself or the Training Sub Contractor acting as a sub-contractor of DHT. References to DHT in this agreement shall be deemed to include a reference to the Training Sub Contractor, though for the avoidance of doubt a reference to the Training Sub Contractor shall not be deemed to include a reference to DHT unless this is expressly stated to be the case.

3.3 Training will be provided at the Training Location in accordance with the scope of training services set out in the Agreement, which may include training courses delivered online.

3.4 DHT shall provide the Materials (where required) for Training. Any Materials supplied may only be used by the Customer in accordance with this Agreement and on the basis set out in Clause 7.

3.5 DHT has the right to suspend, reschedule or postpone Training at any time and for any reason. Where DHT does so, it will use reasonable endeavours to provide advance notice of the same to the Customer.

## 4 CUSTOMER'S OBLIGATIONS

4.1 Prior to commencement of Training any required customer information must have been satisfactorily submitted to DHT.

4.2 The Customer shall procure that those individuals for whom training has been booked attend the Training Location (or online video conference) at the appointed date and time to receive the Training and that they bring with them all items notified to the Customer in any joining instructions issued in advance as required.

4.3 The Customer will be responsible for any Training Expenses as may be notified to it by DHT plus any travel or other expenses of its drivers who attend the Training.

4.4 The Customer agrees that it shall not and that it will procure that any individuals for whom Training has been purchased shall not use any Materials supplied for any purpose other than receipt and implementation of Training.

4.5 The Customer agrees to ensure that the individuals attending the Training will comply fully with any rules, guidelines or instructions issued by DHT or any Training Sub Contractor.

## 5 RECORDS

5.1 The Customer will cooperate with DHT regarding the provision of information required for record keeping in accordance with the Training (JAUP for DCPC Training or any other relevant authority). The Customer shall ensure that all information provided by or on behalf of the Customer in connection with the Training is complete and accurate.

5.2 The Customer agrees to (if an individual) or otherwise agrees to procure that the individuals for whom Training has been purchased, complete and return the customer feedback and evaluation forms that may be issued at any stage of the Training.

5.3 If the information referred to in this Clause 5 is provided late or in incorrect form, DHT shall have no liability to the Customer for a failure to register any driver for Training, and no refund shall be due, save in accordance with the Special Conditions.

## **6 CHARGES & CANCELLATION**

6.1 In consideration of the provision of Training the Customer shall pay to DHT the Charges.

6.2 The Customer shall pay the Charges in advance upon submitting its booking request for the Training, or otherwise in accordance with the credit terms agreed separately in writing with DHT. Unless otherwise agreed in writing with DHT, DHT shall be under no obligation to provide Training that the Customer has not paid for in advance.

6.3 If any 'Closed' (or exclusive) Training is cancelled by the Customer more than 28 days before the date of the Training, a full refund of any Charges already paid will be given. For cancellations made within a period of 28 days before the date of such Training, the Customer shall be liable for:

6.3.1 Any non-refundable Charges applied by the Training Location or any other venue to DHT in relation to the cancellation of the Training; and

6.3.2 For cancellations between 15 and 28 days before the date of the Training, a sum equal to 50% of the total Charges of the Training cancelled;

6.3.3 For cancellations between the agreed date of the Training and 14 days in advance of that date, a sum equal to 100% of the total cost of the Training cancelled, provided that;

6.3.4 These cancellation provisions shall not apply to a Consumer except as specified in Clause 12.2.

6.4 Any failure to attend Training on the day shall be deemed to be a cancellation by the Customer under clause 6.3.3.

6.5 No refund shall be payable to the Customer if the Training is only partially completed.

6.6 The Customer may request DHT to re-schedule any 'Open' (or non-exclusive) Training at any time. DHT shall only be obliged to accept such a request if (i) the request is submitted to DHT a reasonable period of time prior to the commencement of the relevant Training; (ii) the Customer pays to DHT an administration fee of £15.00 in respect of the re-scheduling.

6.7 DHT may, at its sole discretion, agree credit terms with the Customer. In these circumstances a valid Purchase Order number must be provided by the Customer at the point of booking and an invoice will be issued by DHT. Such invoices must be paid within 30 days of the date of invoice (or in accordance with such other credit terms as may be agreed by the parties in writing).

6.8 If the Customer fails to make a payment due to DHT by the due date, then the Customer shall pay interest on the overdue sum from the due date until payment of the overdue Charges, whether before or after judgment. Interest under this clause 6.7 will accrue each day at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%.

## **7 INTELLECTUAL PROPERTY RIGHTS**

7.1 As between DHT and the Customer, all Intellectual Property Rights and all other rights in the Materials shall be held by DHT and its licensors.

7.2 The Customer's sole right in relation to the Materials is to utilise them for the purposes of receiving Training from DHT. The Customer may not use or licence others to use the Materials for any other purpose whatsoever.

## **8. LIMITATION OF LIABILITY**

8.1 The restrictions on liability in this clause apply to every liability arising under or in connection with this Agreement including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.

8.2 Nothing in this Agreement limits or excludes any liability which cannot legally be limited or excluded, including liability for:

- (a) death or personal injury caused by its negligence;
- (b) fraud or fraudulent misrepresentation;
- (c) breach of the terms implied by section 12 of the Sale of Goods Act 1979;
- (d) any other matter in respect of which it would be unlawful for DHT to exclude or restrict liability.

8.3 Subject to clause 8.2 and clause 8.4:

- (a) DHT's total liability to the Customer shall not exceed an amount equal to the Charges paid or payable to DHT by the Customer in respect of the Training in relation to which the liability arises;
- (b) DHT shall not be liable to the Customer for any: loss of profits; loss of sales or business; loss of agreements or contracts; loss of use or production; loss of anticipated savings; loss of use or corruption of software, data or information; loss of or damage to goodwill; or any indirect or consequential loss.

8.3 DHT's maximum liability to the Customer for any cancellation by DHT of the Training shall be limited to a refund of the Charges paid by the Customer for the cancelled Training, which shall only be payable if the Training is not rearranged by DHT.

## **9. FORCE MAJEURE**

Save in respect of the Customer's obligation to pay the Charges, neither party shall be in breach of the Agreement or otherwise liable for any failure or delay in the performance of its obligations if such delay or failure results from events, circumstances or causes beyond its reasonable control (a **Force Majeure Event**). The time for performance of such obligations shall be extended accordingly. If the period of delay or non-performance continues for 3 months, the party not affected may terminate the Agreement by giving 30 days' written notice to the affected party.

## **10 TERMINATION**

10.1 This Agreement shall become effective on the Commencement Date and shall continue in force until such time as the Agreement is terminated by DHT in accordance with this Clause 10 or otherwise cancelled in accordance with the Agreement.

10.2 DHT may terminate this Agreement without cause upon providing at least three months written notice to the Customer.

10.3 DHT may terminate this Agreement immediately by written notice to the Customer where the Customer:

- 10.3.1 fails to pay any Charges due under this Agreement;
- 10.3.2 commits a breach of any of the provisions of this agreement and, in the case of a breach capable of remedy, fails to remedy the same within 7 days after receipt of a written notice giving full particulars of the breach and requiring it to be remedied;
- 10.3.3 uses or permits a third party to use the Materials other than in accordance with this Agreement.

10.4 This Agreement will automatically terminate where DHT loses any applicable Accreditation.

## **11 MISCELLANEOUS**

11.1 No purported variation of this Agreement shall be effective unless made in writing signed by or on behalf of the parties.

11.2 This Agreement may be executed in three or more counterparts each of which shall constitute an original but which when taken together shall constitute one instrument.

11.3 This Agreement shall be governed by English Law and the English Courts shall have exclusive jurisdiction.

11.4 This Agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Agreement.

11.5 If any provision or part-provision of the Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of the Agreement. If any provision of the Agreement is deemed deleted under this clause 11.5 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

11.6 The Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter. Each party acknowledges that in entering into the Agreement it does not rely on, and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misrepresentation based on any statement in the Agreement.

## **12 SPECIAL CONDITIONS**

The following Special Conditions shall apply only where the Customer is a Consumer. In the event of any conflict between the Special Conditions and the rest of the Agreement, the Special Conditions will prevail.

12.1 The Customer has a right to cancel any booking for Training at any time within fourteen (14) calendar days ("Initial Period") of the booking (unless the training has already taken place, in which case the Customer acknowledges that any such rights have expired).

12.2. If the Customer wishes to cancel after the Initial Period, the Customer may do so in accordance with Clause 6.3, and the provisions of that Clause shall apply.

12.3 If the Customer wishes to cancel, the Customer is requested to call the Company on 0808 178 9977 or email [drivercpc@driverhire.co.uk](mailto:drivercpc@driverhire.co.uk) as soon as possible. The Customer may (but is not required to) use the model cancellation form annexed to this Agreement. The Customer must provide us with such request before the end of the Initial Period. If the Customer cancels within the Initial Period the Company will provide the Customer with a full refund of any payment received, within fourteen (14) days following receipt of notice of cancellation. If the Training commences within the Initial Period, and the Customer exercises its right to cancel under this clause before the Training is completed, the Customer shall pay (or DHT shall deduct from the refund) an amount equal to the Charges relating to that part of the Training that has been completed up until notice of the cancellation was received by DHT. The Company will use the same method for reimbursement as used for initial payment unless otherwise agreed. In all other circumstances the provisions of Clause 6.3 shall apply and appropriate adjustments to reflect the correct amount of refund and/or payment from the Customer shall be made.

Dated: 23 June 2023

## Model Cancellation Form

*(Complete and return this form only if you wish to withdraw from the contract)*

To [TRADER'S NAME, ADDRESS, TELEPHONE NUMBER AND, WHERE AVAILABLE, FAX NUMBER AND E-MAIL ADDRESS TO BE INSERTED BY THE TRADER]:

I/We [\*] hereby give notice that I/We [\*] cancel my/our [\*] contract of sale of the following goods [\*]/for the supply of the following service [\*],

Ordered on [\*/received on [\*],

Name of consumer(s),

Address of consumer(s),

Signature of consumer(s) (only if this form is notified on paper),

Date

[\*] Delete as appropriate

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